

AGREEMENT BETWEEN  
THE CLIFTON BOARD OF EDUCATION  
AND  
THE CLIFTON TRANSPORTATION ASSOCIATION  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL 177

FOR THE  
1993-94, 1994-1995 AND 1995-1996 SCHOOL YEARS

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I: RECOGNITION . . . . .	1
A. Unit . . . . .	1
B. Definition of Terms . . . . .	1
ARTICLE II: TERM . . . . .	1
ARTICLE III: SUCCESSOR AGREEMENT . . . . .	2
A. Agreement Changes . . . . .	2
B. New Contract Negotiations . . . . .	2
C. Outside Consultants . . . . .	2
D. Participation in Negotiations . . . . .	2
ARTICLE IV: GRIEVANCE PROCEDURE . . . . .	2
A. Definition . . . . .	2
B. Procedure . . . . .	2
1. Level One: Transportation Supervisor . . .	2
2. Level Two: Business Administrator . . . .	2
3. Level Three: Superintendent . . . . .	3
4. Level Four: The Board of Education . . . .	3
C. Reprisals . . . . .	3
D. Miscellaneous - Forms . . . . .	4
ARTICLE V: EMPLOYEE RIGHTS AND PRIVILEGES . . . . .	4
A. Association Representation . . . . .	4
B. Reappointment Notification . . . . .	4
ARTICLE VI: ASSOCIATION RIGHTS AND PRIVILEGES . . . . .	4
A. Pay During Negotiations . . . . .	4
B. Association/Employee On-Premise Meetings . . .	4
C. Release of Information . . . . .	4
ARTICLE VII: WORK YEAR . . . . .	5
A. Definition . . . . .	5
B. Holidays . . . . .	5
C. Energy Closing Week . . . . .	5
D. Vacations . . . . .	5 & 6
E. Authorized Absences . . . . .	6
1. Notification . . . . .	6
2. Personal Illness . . . . .	6
3. Additional Leave Time for Illness . . . .	6
4. Bereavement Leave . . . . .	6 & 7

TABLE OF CONTENTS (continued)

	<u>Page</u>
5. Jury Duty . . . . .	7
6. Marriage . . . . .	7
7. Military Leave . . . . .	7
8. Maternity Leave . . . . .	7
9. Paternity Leave . . . . .	8
10. Adoption Leave . . . . .	8
11. Illness in The Family . . . . .	8 & 9
12. Personal Days . . . . .	9
 ARTICLE VIII: OVERTIME . . . . .	 9
A. Definition for 12 Month Employees . . . . .	9
B. Definition for 10 Month Employees . . . . .	9
C. Return to Work Minimum . . . . .	9
D. Days Considered . . . . .	9
E. Saturday and/or Sunday Overtime Pay . . . . .	9
 ARTICLE IX: EMPLOYMENT PROCEDURE . . . . .	 10
A. Appointment . . . . .	10
B. Physical and License Payment Stipulation . . . . .	10
C. Payment for New Employee License . . . . .	10
D. Probationary Employment . . . . .	10
E. Termination Rights . . . . .	10
F. Initial Salary Guide Placement . . . . .	10
G. Working Hours . . . . .	10 & 11
 ARTICLE X: SENIORITY AND JOB SECURITY . . . . .	 11
A. Definition . . . . .	11
B. Lay Off . . . . .	11
C. Procedure Before Lay Off . . . . .	11
D. Selection of Route Packages . . . . .	11 & 12
 ARTICLE XI: PROMOTIONS . . . . .	 12
 ARTICLE XII: ASSIGNMENTS . . . . .	 12
 ARTICLE XIII: PROTECTION OF EMPLOYEES . . . . .	 12
A. Job Requirements . . . . .	12
B. Assaults by Students Upon Employees . . . . .	13
C. Clothing . . . . .	13

TABLE OF CONTENTS (continued)

	<u>Page</u>
ARTICLE XIV: INSURANCE PROTECTION . . . . .	13 & 14
A. Medical . . . . .	13
B. Major Medical Plan . . . . .	14
C. Prescription Drug Plan . . . . .	14
D. Dental . . . . .	14
E. Miscellaneoud . . . . .	15
ARTICLE XV: RETIREMENT BENEFITS . . . . .	15
A. Insurance Coverages . . . . .	15
B. Death Option . . . . .	15
C. Alternate Insurance Carrier Stipulation . . . . .	15
D. Unused Sick Leave . . . . .	15
E. Procedure for Payment of Unused Sick Leave . . . . .	15
F. Unused Sick Leave in the Event of Death . . . . .	16
ARTICLE XVI: DEDUCTIONS FROM SALARY . . . . .	16
A. Association Payroll Dues Deduction . . . . .	16
ARTICLE XVII: REPRESENTATION FEE . . . . .	16
A. Purpose of Fee . . . . .	16
B. Notification and Amount of Fee . . . . .	16
C. Representation Fee In Lieu of Dues . . . . .	17
D. Payroll Deduction Schedule . . . . .	17
ARTICLE XVIII: MISCELLANEOUS . . . . .	17
A. Board Policy . . . . .	17
B. Nondiscrimination . . . . .	17
C. Separability . . . . .	17
ARTICLE XIX: SALARY SCHEDULE . . . . .	18
A. Four Hour Drivers . . . . .	18
B. Mechanic I - Eight Hours (Certified) . . . . .	18
C. Mechanic II - Eight Hours (Non-Certified) . . . . .	18
D. Mechanic's Helper . . . . .	18
E. Longevity . . . . .	18
F. Miscellaneous . . . . .	19
AUTHORIZATION OF AGREEMENT - Signatures . . . . .	19

AGREEMENT BETWEEN THE CLIFTON BOARD OF EDUCATION  
CLIFTON, NEW JERSEY, AND "TEAMSTER LOCAL 177"  
FOR THE 1993-94, 94-95 and 1995-96 SCHOOL YEARS

ARTICLE I: RECOGNITION

A. Unit

The Board hereby recognizes the "Teamster Local 177" as the sole and exclusive representative for collective bargaining concerning the terms and conditions of employment for all mechanic and school bus transportation personnel unless and until the Public Employment Relations Commission shall certify otherwise. Excluded will be the Transportation Supervisor, Bus Aides (represented by the Clifton Public School Cafeteria Association), Probationary and Spare Driver employees and the Mechanic I, 8 hr. certified position.

B. Definitions of terms used in this Agreement:

1. Union means Teamsters Local 177
2. Employee, unless otherwise indicated, shall refer to all Board of Education employees represented by the Union.
3. Full Time Employees are employees who work 8 hours a day, for ten (10) or twelve (12) months a year.
4. Part Time Employees are employees who work less than eight hours a day.
5. Spare Driver Employee is an employee who does not work each day and is on call to fill in for an absent regular employee.
6. Probationary Employee is an employee who is on a thirty (30) day trial period for either a Part Time or Full Time Employee position.
7. Board refers to the Clifton Board of Education
8. Day shall mean "work day" (day when the Central Office is open and conducting business); weekends and holidays occurring during the year are excluded.
9. Retirement Employee is a former Employee of the Board who has reached the statutory minimum age of retirement and has chosen to retire and discontinue regular continuous employment.

ARTICLE II: TERM

- A. This Agreement shall commence on July 1, 1993 and terminate on June 30, 1996.

ARTICLE III: SUCCESSOR AGREEMENT

## A. Agreement Changes

The Board shall not affect any change concerning terms and conditions of this Agreement during the term of the Agreement unless they are first negotiated with the Union.

- B. Negotiations for a successor Agreement shall begin in accordance with PERC Rules in the year preceding the expiration of this Agreement.
- C. Either party may, if so desired, utilize the services of outside consultants.
- D. Whenever members of the Union are mutually scheduled by the parties to this Agreement to participate during work hours in any conferences, hearings, meetings or in negotiations, they shall suffer no loss in pay.

ARTICLE IV: GRIEVANCE PROCEDURE

## A. Definition

A grievance is a claim by an employee or a group of employees, that they have been harmed by an interpretation, application or violation of this Agreement or by administrative decisions which affect terms and conditions of employment.

## B. Procedure

## 1. Level One: Transportation Supervisor

- a. Any and all grievances must be filed at the proper initiating level within twenty (20) days of the incident, occurrence or happening of the event or circumstance(s) giving rise to the alleged harm.
- b. Any grievant who has a grievance shall discuss it first with the Transportation Supervisor in an attempt to resolve the matter at that level.
- c. If, as a result of the discussion, the matter is not resolved, the employee and/or the "Shop Steward" shall submit the grievance in writing within the time limits defined in Article IV, B,1a to the Transportation Supervisor setting forth the grievance and the remedy sought.
- d. The Transportation Supervisor shall submit a written response to the grievant within six (6) days of receipt of the written grievance.

2. Level Two: Business Administrator

- a. If the grievant is not satisfied with the response at Level One, the grievant may submit the matter in writing to the Business Administrator within ten (10) days of receipt of the response at Level One.
- b. The Business Administrator shall hold a hearing and respond in writing to the grievant within ten (10) days of receiving the written grievance. The response may be from the Superintendent and Business Administrator, in which case, it shall be considered a Level Three response and furtherance of the grievance shall be to Level Four.

3. Level Three: Superintendent

If the grievant is not satisfied with the response at Level Two, the grievant may submit the matter in writing within six (6) days to the Superintendent or his or her designee. The Superintendent or the Superintendent's designee shall respond to the grievant in writing within ten (10) days of the receipt of the grievance in writing.

4. Level Four: The Board of Education

- a. If the grievant is dissatisfied with the response at Level Three, the Union may submit the grievance in writing within ten (10) days to the Board of Education.
- b. The Board of Education or a committee thereof shall hold a hearing in executive session on the grievance within ten (10) days of receiving the grievance and shall issue its decision no later than six (6) days after the hearing.
- c. The decision of the Board of Education will be final and binding in all cases except as noted in "d" below.
- d. Letters of reprimand (but not evaluations) and increment withholding for predominantly discipline reasons shall be subject to binding arbitration if the grievance process for these issues does not resolve the grievance. The burden of proof showing the actions of the staff member resulting in the letter of reprimand or the increment withholding shall be on the part of the Board, but if that burden of proof is sustained then the decision to issue the letter of reprimand or withhold the increment shall be upheld.

C. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

D. Miscellaneous - Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Business Administrator and the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE V: EMPLOYEE RIGHTS AND PRIVILEGES

- A. 1. Whenever any employee is required to appear before any administrator or supervisor, Board or any committee or member thereof concerning any matter which could reasonably be considered to affect that employee's employment, e.g., continuation of employment, position, salary, or any salary increments, then the employee shall be given prior written notice, except in cases of an emergent nature, of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise and represent the employee during such meeting or interview.
2. Nothing in this Article V, Section A shall be construed to mean that the above parties, including principals, vice principals, district administrators/supervisors and or the Transportation Supervisor, etc. may not discuss general matters related to the Transportation Department without the representation of the Union and without prior written notice.
- B. Each employee shall be notified of their reappointment or non-reappointment for the following year by June 30th of the work year.

ARTICLE VI: UNION RIGHTS AND PRIVILEGES

- A. Whenever any employee representative of the Union or any other employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the representative or the employee shall suffer no loss in pay.
- B. Representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times other than working time, WITH PRIOR NOTIFICATION to the Business Administrator, or his designee, provided that this shall not interfere with or interrupt normal school operation.
- C. The Board agrees to furnish to the Union in response to reasonable requests from time to time all available information within the public domain that shall assist the Union in developing proposals for negotiations and information which may be necessary for the Union to process any grievance or complaint.

A. Work Year shall be in accordance with School Calendar approved by the Board Of Education, except that ten (10) month employees shall be required to work two (2) days in addition to the number of student school days.

B. All employees shall be entitled to holidays as herein below specified.

1. New Year's Day
2. Martin Luther King's Day ✓
3. Lincoln's Birthday ✓
4. Washington's Birthday ✓
5. Good Friday
6. Memorial Day
7. Independence Day (For 12 month employees only)
8. Yom Kippur
9. Rosh Hashanah
10. Labor Day (For 12 month employees only)
11. Columbus Day ✓
12. General Election Day (unless school half days)
13. Veterans' Day ✓
14. NJEA Convention Days (2)
15. Thanksgiving Day
16. Day after Thanksgiving
17. Christmas Eve
18. Christmas Day
19. New Year's Eve

C. If the School Calendar combines one or more holidays into a single Energy Closing Week or part of a week for school closing, all ten month employees shall be given this time off with pay, but shall work specific holidays, if these days are scheduled for students, at regular rates of pay. Twelve month employees will be compensated for holidays which fall on days on which school will be open and they are required to work by being permitted to select days to be off during the Christmas and Winter Energy Closing. The days selected to be off must be individually submitted through the Transportation Supervisor for approval by the Business Administrator.

D. Vacations:

1. Only twelve month employees shall be entitled to vacation with pay in accordance with the following schedule. All vacation benefits shall begin to accrue on the date of appointment as a Full Time Employee. A month will be counted if the employee works more than half the possible days in that month. Years of employment shall be determined on July 1. A full year shall be counted if the employee works more than one hundred and twenty days (120).
2. During the first year of employment, one day per month not to exceed ten (10) days may be accrued (earned) but cannot be taken prior to July 1.
3. After twelve (12) months of service, ten (10) days vacation.

4. After sixty (60) months of service, fifteen (15) days vacation.
5. For each twelve (12) months of additional service over sixty (60) months, one (1) additional day up to a maximum of twenty-two (22) days vacation.
6. Vacation days may not be accumulated beyond June 30 of the year the employee is eligible to take them without Board approval.
7. Vacation days shall not to be granted when school is in session unless approved by the Business Administrator or designee.
8. Approval of vacation days must be individually submitted through the Transportation Supervisor for approval by the Business Administrator. Conflicts arising as to the time of vacation shall be solved based on seniority.

E. Authorized Absences.

1. When unable to work for any reason the employee shall call the answering tape at the Administration Building and shall also contact the dispatcher in the Transportation Garage and shall state the reason for the absence. The employee shall provide the dispatcher or tape with the following information: daily assignment and any trips for that day or days.
2. Personal Illness
  - a. Ten month employees shall be entitled to ten (10) full paid sick days.
  - b. Twelve (12) month employees shall be entitled to fifteen (15) full paid sick days.
  - c. There is no limit to the number of paid sick days that may be accumulated.
  - d. All Full and Part Time Employees shall be eligible for the present employee perfect attendance plan.
  - e. Employees shall be notified of their total accumulated sick days in October of each year. This information will be provided by the Personnel office.
3. In addition to the foregoing benefit, all employees will be allowed additional benefits as follows: If Illness continues beyond the sick days allotted and the accumulations credited to the employee have been exhausted, the employee may petition the Board to grant additional leave time as provided in 18A:30-6.
4. Bereavement Leave - Four (4) consecutive days absence shall be allowed immediately within seven (7) calendar days following the death of a father, mother, brother, sister, husband, wife, child, grandfather, grandmother, grandchildren, father-in-law or mother-in-law and Legal

Guardian. No loss in pay shall be suffered the employee if these are scheduled work days. In the event a death occurs prior to or during a school recess ( e.g., Christmas, Winter, Easter or Summer), it is understood that the unused days will not resume after the recess for the same occurrence unless approved by the Board.

5. Jury Duty - Employees shall be permitted to participate in jury duty with no loss in pay except that jury pay shall be deducted.
6. Marriage - A maximum of five (5) school days absence shall be permitted for purposes of marriage with a deduction of 1/200 of the amount of salary each day.
7. Military Leaves - Military leave shall be granted in accordance with New Jersey Statutes.
8. Maternity Leave. The Board shall grant unpaid leave of absence for maternity, according to the following guidelines:
  - a. Full or Part Time Transportation Department employees seeking a maternity leave shall apply to the Board at least sixty (60) days prior to the beginning of the maternity leave for up to one year from the date of expected birth. At the time of application the employee shall specify in writing the date upon which she wishes to commence leave and the date she wishes to return to work after birth. The employee is required to produce a certificate from a physician indicating expected date of delivery and supporting the requested leave dates. The physician's certificate is subject to agreement by the Board's physician.
  - b. The Board may change the requested dates if they are found to substantially interfere with the administration of the Transportation Department and provided that such change is not medically contraindicated.
  - c. Any employee granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or a portion of her accumulated sick time in lieu thereof and receive full pay and benefits for the same, but only to the extent that the absence from work is a result of illness that exists for one month before and one month after birth. Any departure from this presumption must be medically substantiated.
  - d. Upon return from the maternity leave absence, the employee shall be reinstated in her same position or a similar position for which she is qualified.
  - e. The Board is under no compulsion to continue the employment of a employee beyond the contracted period so long as non-renewal of employment is not based solely upon a condition of pregnancy or child birth.

- f. Advancement on the Salary Guide shall be based upon the date of commencement of the leave of absence. The ten month employee will be granted a full Salary Guide step if she works more than ninety (90) days. The twelve month employee will be granted a full Salary Guide step if she works more than one hundred twenty days (120).
9. Paternity Leave - The Board shall grant an unpaid leave of absence until the end of the current school year, or at the option of the Full or Part Time Employee, the end of the following school year according to the following guidelines:
  - a. Both the employee and the spouse certify that the father will be the child-rearing spouse.
  - b. Permission must be requested sixty (60) days in advance of the date of expected birth.
  - c. Upon return from a paternity leave of absence the employee shall be reinstated in his same position or a similar position for which he is qualified.
  - d. The Board is under no compulsion to continue the employment of a employee beyond the contracted period so long as non-renewal of employment is not based solely upon child-rearing leave.
  - e. Advancement on the Salary Guide shall be based upon the date of commencement of the leave of absence. The ten month employee will be granted a full Salary Guide step if he works more than ninety (90) days. The twelve month employee will be granted a full Salary Guide step if he works one hundred twenty days (120).
10. Adoption Leave - Any Full or Part Time Employee adopting a child four years of age or less shall be eligible to receive an unpaid adoption leave until the end of the current school year, or, at the option of the employee, the end of the following school year which shall commence upon his or her receiving defacto custody of said infant or earlier if necessary in order to fulfill the requirements of the adoption. Re-employment will be under the same guidelines stated for Paternity Leave (Article VII, Section E, sub-section 9 c, d & e.)
11. Illness In The Family
  - a. A leave of absence without pay in accordance with statute, shall be granted for the purpose of caring for a sick member of an employee's immediate family or family member resident in the employee's home upon presentation of a physician's letter stating such a need exists.
  - b. Upon return from this leave the employee shall be reinstated in the position or a similar position for which he she is qualified for.

c. Advancement on the salary guide for employee or an returning from a Family Illness leave shall be based upon a ten month employee's working a minimum of ninety (90) days during the school year and a twelve month employee working a minimum of one hundred twenty days (120) during the school year.

## 12. Personal Reasons

- a. Employees shall be granted three (3) personal days per school year for taking personal leave. These days are noncumulative, except that personal leave days not used in any school year will be converted to sick leave days at the end of the year and added to the employees total sick day accumulation.
- b. Prior notice on the proper form to utilize a personal day must be given through the Transportation Supervisor to the Personnel Office. If advance notice is not possible, the employee will notify the Personnel Office on the proper form that use of a personal day was necessary.

## ARTICLE VIII: OVERTIME

- A. Overtime for twelve month employees shall be paid at the rate of time-and-one-half (1-1/2) for all work over forty (40) hours per week. During July 1st to September 1st, overtime shall be paid after a thirty-five (35) hour work week.
- B. Overtime for ten (10) month employees shall be paid at the rate of time-and-one-half for all work over forty (40) hours per week.
- C. A minimum of two (2) hours shall be paid to employees returning to post after the work day.
- D. For the purposes of overtime, entitled holidays, entitled vacation days and sick days as authorized in Article VII, E, shall be considered days worked.
- E. Any employee required to work on a Saturday or Sunday shall be paid one-and-one-half times their regular pay. Any employee required to work on a holiday shall be paid the normal holiday pay plus straight time. (This results in double time.)

ARTICLE IX: EMPLOYMENT PROCEDURE

- A. All appointments are made by the Board of Education upon recommendation of the Superintendent of Schools following an interview, employment and character reference checks, Criminal History Review Authorization and Certification, verification of license and driving record, driving test and physical as mandated by The Division of Motor Vehicles.
- B. The Board agrees to pay for a required physical to obtain and or maintain a bus drivers license as completed by a Board of Education Medical Inspector. If an employee chooses to use any other physician or medical resource it will be at their own expense.
- C. The Board will pay a one time initial Commercial Drivers Test fee for employees after three (3) months employment in the District.
- D. Appointment as Full or Part Time Employee shall be effective after thirty (30) days satisfactory probationary employment.
- E. Any employee who is terminated by the Board of Education shall have the right to request the reasons for said dismissal and to an informal hearing before the Superintendent of Schools or his/her designee.
- F. Initial placement on the salary guide shall be determined by the recommendation of the Transportation Supervisor and approved by the Board of Education.
- G. Working Hours:
  - 1. All employees assigned as drivers are guaranteed a minimum of four hours each day, 182 days per school year.
  - 2. Additional bus driving assignments will be compensated at the drivers hourly rate as noted in the salary guide.
  - 3. Driving assignment will be by route package. Selection of a route package shall be based on seniority. Routes and route packages may be subject to change during the year, only through necessity, at the discretion of the Supervisor of Transportation and approved by the Business Administrator.
  - 4. Additional part time job assignments outside of the Transportation Department will be based on the District's need and the individuals qualifications as determined. First consideration will be given to Transportation Personnel for assignments such as Cafeteria Delivery Drivers, Gate Attendant, Summer employment and to meet other District needs. Salary will be at the same hourly rate.
  - 5. The Mechanic shall be a full time, 12 month employee.

ARTICLE X: SENIORITY AND JOB SECURITY

- A. School District seniority is defined as length of service determined by the effective date approved as a Full or Part Time employee in the school district in the collective bargaining unit covered by this agreement.
- B. In the event of a reduction in staff, employees shall be laid off in the inverse order of seniority of the employment in the bargaining unit all things being equal.
- C. Where possible before being laid off, an employee shall be informed of all vacancies for which he or she may be eligible. If the employee requests appointment to such a vacancy, the employee shall be given first consideration. In the event more than one employee is laid off, and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall be given first consideration for the vacancies involved.
- D. Routes shall be packaged by the Transportation Supervisor for selection at the first Transportation meeting held prior to the opening of schools. Drivers unable to attend the meeting shall be placed at the end of the seniority list. The Transportation Supervisor will provide the date of the meeting at least 30 days prior to the date of said meeting. However drivers may identify to the Transportation Supervisor their designee to pick their route.
- E. Selection of Route Packages will be based on the following criteria:
  1. Selection will be made by employees who have worked in the Transportation Department by seniority.
  2. It is agreed by the Board of Education and the Union that upon acceptance of a lesser hourly assignment or termination of employment for any reason by an eight hour employee who worked in the Transportation Department for the full previous School Year, that this eight hour position will no longer be considered active and will revert to a four (4) hour position.
  3. Drivers interested in additional scheduled driving hours beyond the four hour package (i.e., any runs other than athletic or field trips) will be selected by seniority using a sign-up sheet. All sign-up sheets shall be in effect for the entire school year. Substitute drivers shall also be entitled to sign up but will only be called when the seniority list is exhausted.

- 4. Drivers interested in additional not regularly scheduled driving hours (i.e. field trips and athletic events) will be assigned by seniority for the school year.

#### ARTICLE XI: PROMOTIONS

Job openings and/or new positions which are considered promotions by the administration shall not be filled before the following criteria have been met:

- A. The position shall be posted through General Administration notices and by forwarding a copy of such notice to the Union for at least fourteen (14) days prior to filling the position.
- B. The posted job position shall contain the qualifications necessary.
- C. Each qualified applicant shall have the opportunity to apply. Consideration will be given each application for an interview by the Superintendent of Schools or his designee.
- D. Should there be more than one applicant for the opening, the opening shall go to the most qualified. All things being equal among applicants, the job shall go to the employee with the highest seniority.

#### ARTICLE XII: ASSIGNMENTS

- A. Assignments are made by the Transportation Supervisor subject to the approval of the Business Manager. Seniority will be given consideration.
- B. In the event an employee is dissatisfied with his or her assignment or reassignment, the employee shall have the right to a meeting with the Business Administrator at which time the reasons for the reassignment shall be given. The employee may have a representative of the Union present during such meeting. Such meeting shall be scheduled so as not to interfere with the employee's performance of any job assignment.
- C. The Business Administrator's decision in these matters is final and shall not be grievable except as outlined in paragraph B of this Article.

#### ARTICLE XIII: PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under any condition which unreasonably places them in jeopardy of personal injury due to a hazardous situation.

#13

## B. Assaults by Students Upon Employees

1. Employees shall report cases of assault suffered by them in connection with their employment to their immediate superior and building principal in accordance with Board Policy for further action and forwarding to the Superintendent.
2. The Board shall give full support for any assault by a student upon the employee while properly acting within the discharge of the employee's duties.
  - a. The Superintendent shall comply with any legally founded request from the employee for information legally permitted to be obtained in the possession of the Superintendent relating to the incident or the persons involved.
3. When any reasonable absence due to injury arises out of or from such assault, an employee shall not forfeit any sick leave or personal leave.

## C. Clothing

1. For the purpose of employee identification the Board of Education will provide the following clothing to Full and Part Time Bus Drivers and mechanics. Said employees are required to wear this clothing only in the performance of their job responsibilities.
2. The Board shall provide each permanently appointed employee with one (1) medium weight jacket every other school year and five (5) shirts (sleeve length at the option of the employee), and two (2) pairs of pants each school year. Said uniforms shall be distributed by September. Employees appointed after January 1 will be entitled to one (1) medium weight jacket, two (2) shirts and two (2) pairs of pants.
3. The Board shall provide each mechanic with one (1) pair of safety shoes each second year. The full time mechanic shall receive five (5) shirts (sleeve length at the option of the employee) and five (5) pairs of pants. In the event an employee cannot wear the shoes provided by the Board of Education, the Employee may pay the difference toward the purchase of safety shoes of his/her choice.
4. Full time, twelve month drivers will be provided with one (1) pair of work shoes (not safety tip) each second year. In the event an employee cannot wear the shoes provided by the Board of Education, the employee may pay the difference towards the purchase of work shoes of his/her choice.

## ARTICLE XIV: MEDICAL INSURANCE

### A. Medical - Surgical Plan(s)

The Board agrees to pay full premium for each employee and his or her family covered by this Agreement. Such coverage shall include Pre-Admission Testing, Mandatory Second Surgical Opinion and Utilization Review-Hospital Pre-Certification. Such coverage shall be equivalent to or better than the previous contract coverage levels.

## 8. Major Medical Plan

The Board agrees to pay the full premium for each employee and his or her family covered by this Agreement. Said coverage shall include Pre-Admission Testing, Mandatory Second Surgical Opinion and Utilization Review-Hospital Pre-Certification. Such coverage shall be equivalent to or better than the previous contract coverage levels.

1. Dependent coverage for children shall continue through age 25, except that dependent children who are unmarried, and either mentally retarded or physically handicapped will continue to be covered beyond the 25th year if they are incapable of self-sustaining employment and are chiefly dependent on their parents for support.
2. The co-payment for out of Hospital Mental Care Coverage is 80% and a maximum payment of \$10,000 per benefit period will be paid for physician's visits.
3. The first three pints of blood will be covered as a medical expense.
4. There shall exist an automatic spin off provision between the Basic Health Coverage and the Catastrophic Coverage. The purpose of spin off provision shall be to automatically forward any claims not covered in their entirety by the Basic Health Coverage to Catastrophic Coverage.

## C. PREADMISSION CERTIFICATION CONTINUED STAY REVIEW (PAC/CSR)

All non-emergency hospital stays are required to be reviewed prior to admission. If the procedures are not followed, benefits will be reduced as follows:

- . If the Preadmission Certification process is not followed a \$300.00 penalty will be imposed for each hospital admission.
- . The provision is non-binding in that in the event that the UR agency does not agree with the patient's physician, there is no penalty if the insured follows his own physician's recommendation.

## D. MANDATORY SECOND SURGICAL OPINION

Plan will pay 100% for a Second Opinion.

For certain surgical procedures listed in the Medical Benefits Booklet, when performed on an elective non-emergency basis, the total surgical benefit payment will be reduced by 50% if a Second Opinion is not obtained prior to the surgery.

## E. PRE-ADMISSION TESTING

We will pay all covered expenses by a hospital for a pre-admission diagnostic X-ray and lab tests. Pre-admission testing means that the tests which are required by a physician prior to performing a procedure on an in-patient basis will be performed on an out-patient basis, prior to being admitted to the hospital. The purpose of this provision is to alleviate any unnecessary, costly in-patient hospital stays.

The Board shall pay full premium for full family coverage Prescription Plan with unit members paying \$5.00 for brand name prescription filled and \$2.00 for each generic prescription filled.

#### G. Dental

The Board shall contribute to the premium for a dental plan at an annual amount equal to the 1992-1993 contribution for said premium. All increases in the premium amount over the 1992-1993 rate shall be borne by the employee. All new employees hired after July 1, 1993 shall not be eligible for the dental plan until they have been employed under contract for sixty (60) consecutive calendar days.

1. Preventive and Diagnostic 100%
2. Basic Services 80/20 co-pay
3. Prosthodontic Benefits 50/50 co-pay
4. Orthodontic Benefits 50/50 co-pay

The maximum amount payable for the above services, excluding orthodontic, shall be \$1,500 per calendar year. Orthodontic benefits are subject to an \$800 maximum per case which is separate from the \$1,500 maximum per year for other covered services.

#### H. Miscellaneous

1. It is understood that the Board reserves the right to change carriers provided that the new carrier provides equal or improved benefits than those in existence. The Union shall have the right to examine any changes in carriers.
2. The Board shall extend all coverage to retired personnel at no expense to the Board at the option of the retiree. Should the Board change carriers, it is agreed that there will be no termination of benefits to retired personnel.
3. Should the employee die, the immediate family shall have the option of continuing all benefits at no expense to the Board for a period of two years.
4. The parties recognize that the foregoing Section E, Subsection 2 and 3 are subject to Insurance Regulations. If the current carrier(s) refuse to continue the benefits provided in 2 and 3 above, the parties will mutually attempt to find an alternate carrier.

### ARTICLE XV : RETIREMENT BENEFITS

- A. The Board shall extend all insurance coverages to retired personnel at no expense to the Board at the option of the retiree. Should the Board change carriers, it is agreed that there will be no termination of benefits to retired personnel.
- B. Should an employee die, the immediate family shall have the option of continuing all insurance benefits at no expense to the Board for a period of two years.
- C. The parties recognize that the foregoing Sections A & B are subject to Insurance Regulations. If the current carrier(s) refuse to continue the benefits provided in A and B above, the parties will mutually attempt to find an alternate carrier.

D. The Board shall pay 34 percent of unused sick leave accumulated at the time of retirement.

E. The Board shall, at the employee's option:

1. Continue the employee on the payroll until 34 percent of the unused sick days are used up; or
2. Pay the full amount due in a lump sum. The computation shall be based on a multiple of 34 percent of accumulated sick days times 1/200 for ten (10) month employees and 1/280 for twelve (12) month employees of the annual salary at time of retirement.

F. In the event of death, the estate will be reimbursed for the unused sick leave at the same percentage.

#### ARTICLE XVI: DEDUCTIONS FROM SALARY

A. Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues and initiation fees for the Union as requested of the Board to deduct. Such deduction shall be made in compliance with Chapter 233, N.J. Public Laws of 1961 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any collections shall be transmitted to such person as may from time to time be designated by the Union by the 15th of each month following the monthly pay period in which deductions were made.
2. The Union shall certify to the Board, in writing, the current rate of its membership dues and initiation fees. In the event of the Union shall change the rate of its dues, the Union shall give the Board 10 days written notice prior to the effective date of such change.

#### ARTICLE XVII REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Union during any membership year (i.e. from Sept. 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to effect the employee's per capita cost of services rendered by the Union as majority representative.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the Union will inform the Board, in writing, of the amount of regular dues, initiation fees, and the amount of assessments charged by the Union to its own members. From the total amount will be subtracted the cost of benefits financed through dues, fees, and assessments and available to or benefiting only Union members. In no event shall such amount exceed 85% of the regular membership dues, fees, and assessments.

C. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representatives, under proceedings established and maintained in accordance with NJSA 34: 13A-5.4 of this act, a return of and part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

D. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid;

- (a) 10 days after receipt of the aforesaid list by the Board;  
or
- (b) 30 days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck, paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

A. Board Policy

This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

B. Nondiscrimination

The Board and the Union agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX SALARY SCHEDULE

## A. Four Hour Drivers

	1993-94		1994-95		1995-96	
	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>
1	7,811	\$10.73	8,270	\$11.36	8,743.	\$12.01
2	8,445	11.60	8,903	12.23	9,377	12.88
3	9,078	12.47	9,537	13.10	10,010	13.75
4	10,381	14.26	10,840	14.89	11,313	15.54

## B. Mechanic II - Eight Hours (Non-Certified)

1	24,482	\$11.77	25,792	\$12.40	27,144	\$13.05
2	26,666	12.82	27,976	13.45	29,328	14.10
3	29,078	13.98	30,389	14.61	31,741	15.26
4	31,824.	15.30	33,134	15.93	34,486	16.58

## C. Mechanic's Helper (Four Hours)

1	7,811	\$10.73	8,270	\$11.36	8,743	\$12.01
2	8,445	11.60	8,903	12.23	9,377	12.88
3	9,078	12.47	9,537	13.10	10,010	13.75
4	10,381	14.26	10,840	14.89	11,313	15.54

## E. Longevity

3.0% after ten (10) years continuous service in association with the Transportation Department (i.e., Bus Aide, Mechanic or Bus Driver.)

4.0% after 17 years continuous service in association with the Transportation Department (i.e., Bus Aide, Mechanic or Bus Driver.)

5.0% after 25 years continuous Service in association with the Transportation Department (i.e., Bus Aide, Mechanic or Bus Driver.)

## F. Miscellaneous

1. A Certified Mechanic is one that has completed the full National Institute for Automotive Service Excellence (NIASE) battery of Heavy Duty Truck tests and selected Automobile tests (total of 9 tests). The Board will accept other equivalent program certifications based upon course descriptions and requirements as recommended by the administration.

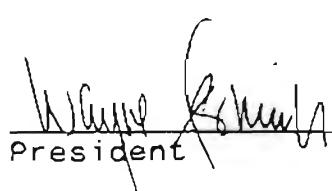
2. The Board of Education agrees to pay registration fees and test cost for any Mechanics Helper or Non-Certified Mechanic to take the NIASE certification tests as approved by the Superintendent of Schools.

3. For the Mechanic II (Non-Certified), upon successfully passing any of the NIASE Heavy Duty Truck tests, sections certifications and selected automobile tests, the Board of Education agrees to a stipend of \$300 each year for each test passed, until fully certified as approved by the Superintendent of Schools.

4. The Board of Education agrees to a tuition refund program open to any Mechanics Helper, Mechanic I or II to take and pass any bona fide course to become NIASE certified and/or any course seen as a benefit to the Transportation Department as approved by the Superintendent of Schools or his/her designee, not to exceed \$600 per person per School Year.

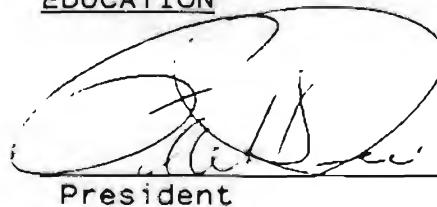
The following agree to the Tentative Agreement on behalf of their respective organizations.

TEAMSTER LOCAL 177

  
President

5/23/94  
Date

FOR THE CLIFTON BOARD OF  
EDUCATION

  
President

5/25/94  
Date

Alene Politich 5/23/94  
Shop Steward Date

  
Joseph M. Cooper 5/25/94  
Secretary Date